

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 196

RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS, RELIEVING CON-QUEST CONTRACTORS, INC. OF ITS BID, AND AWARDING A CONTRACT TO CRATUS INC. FOR THE EAST-WEST 36-INCH WATER TRANSMISSION PIPELINE SEGMENT 5C PROJECT

WHEREAS, the bid opening for the East-West 36-inch Water Transmission Pipeline Segment 5C Project took place on June 24, 2016; and

WHEREAS, Con-Quest Contractors, Inc. submitted the apparent low bid but requested withdrawal of bid without the loss of bid security and demonstrated its eligibility for such relief pursuant to Public Contract Code Section 5103; and

WHEREAS, Cratus, Inc. submitted the next lowest responsive bid and is the lowest responsive and responsible bidder; and

WHEREAS, the City Council is the awarding authority for the City of Fairfield and has the authority to determine minor irregularities and relieve a bidder of its bid with or without loss of bid security under the California Public Code Section 5101.b.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the East-West 36-inch Water Transmission Pipeline Segment 5C Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Cratus, Inc. for the East-West 36-inch Water Transmission Pipeline Segment 5C Project in the amount of \$4,270,968.20.

Section 3. Con-Quest Contractors, Inc. is relieved of its obligation to perform work related to the project for the bid amount without forfeiture of bid security.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 19th day of July 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Price
MAYOR

ATTEST:
Karen L. Rees
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of August 15, 2016, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and Cratus Inc., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

EAST-WEST WATER TRANSMISSION PIPELINE SEGMENT 5C

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Creegan + D'Angelo
numbered C1 – C-19
and dated 4/13/2016
- b. Advertisement for Bids.
- c. The Accepted Bid, dated June 20, 2016
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) City of Fairfield Standard Details and Specifications, 2016 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated July, 2006.
- f. Performance Bond, dated 8/2, 2016.
- g. Labor and Material Bond, dated 8/2, 2016.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within 200 working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **One Thousand Dollars (\$1000)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

BID SCHEDULE

Item No.	M&P Section	Item of Work	Unit	Est. Qty	Unit Price	Total Price
1	200	Mobilization	LS	1	\$175,000.00	\$175,000.00
2	201	Erosion Control and SWPPP	LS	1	\$20,000.00	\$20,000.00
3	202	Traffic Control	LS	1	\$50,000.00	\$50,000.00
4	203	Utility Trenching and Backfill (36-inch Water Transmission Pipeline Only)	LF	3,793	\$280.00	\$1,062,040.00
5	204	Shoring	LS	1	\$50,000.00	\$50,000.00
6	205	54-inch Steel Casing (Bore and Jack)	LF	167	\$2,500.00	\$417,500.00
7	206	36-inch Water Transmission Pipeline	LF	3,960	\$220.00	\$871,200.00
8	207	36-inch Butterfly Valve	EA	1	\$17,500.00	\$17,500.00
9	208	8-inch Combination Air Valve	EA	3	\$15,000.00	\$45,000.00
10	209	8-inch Blow-Off Assembly and Cover	EA	3	\$12,500.00	\$37,500.00
11	210	Restrain Existing 12" SSWA Waterline	EA	5	\$1,000.00	\$5,000.00
12	211	Access Manhole	EA	3	\$15,000.00	\$45,000.00
13	212	Cathodic Protection	LS	1	\$50,000.00	\$50,000.00
14	213	Testing and Sanitizing of Water Piping System	LS	1	\$20,000.00	\$20,000.00
15	214	30-inch Storm Drain Piping	LF	2,302	\$385.00	\$886,270.00
16	214	18-inch Storm Drain Piping	LF	32	\$500.00	\$16,000.00
17	215	Storm Drain Manhole	EA	6	\$8,000.00	\$48,000.00
18	216	Roadway Junction Box	EA	1	\$10,000.00	\$10,000.00
19	216	Off Roadway Junction Box	EA	1	\$10,000.00	\$10,000.00
20	216	Rock Rip Rap	CY	14	\$400.00	\$5,600.00
21	217	Cold Plane Asphalt Concrete Pavement	LF	1,310	\$9.00	\$11,790.00
22	218	Base Failure Repair	CY	315	\$267.50	\$84,262.50
23	219	Pavement Reinforcing Fabric	SY	9,100	\$4.02	\$36,582.00
24	220	Asphalt Concrete Overlay	TN	1,930	\$116.00	\$223,880.00
25	221	Adjust Manholes To Grade	EA	4	\$4.00	\$16.00
26	221	Adjust Valve Boxes To Grade	EA	10	\$10.00	\$100.00
27	222	Traffic Striping	LS	1	\$25,000.00	\$25,000.00

Item No.	M&P Section	Item of Work	Unit	Est. Qty	Unit Price	Total Price (\$)
28	223	Shoulder Backing	LF	4,046	\$4.95	\$20,027.70
29	224	Remove and Restore Picket Fence	LF	200	\$15.00	\$3,000.00
30	225	Temporary Access Class 2 AB	TN	300	\$40.00	\$12,000.00
31	226	Temporary Access Geotextile Fabric	SY	900	\$3.00	\$2,700.00
32	227	Restore Turf with Sod	SY	500	\$20.00	\$10,000.00

Total Bid Price \$4,270,968.20

IV. PROHIBITED INTERESTS

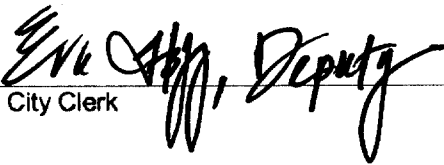
No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

- V. WORKERS' COMPENSATION Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

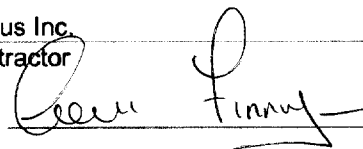
CITY OF FAIRFIELD


City Clerk

By: 
City Manager



Cratus Inc.
Contractor

By: 
PRESIDENT
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class:	A & C34
b. Number:	987888
c. Expiration Date:	10/31/2017
FEI Number:	46-3636829

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Cratus, Inc.
945 Taraval Street, #302

San Francisco, CA 94116

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Developers Surety and Indemnity Company

17771 Cowan, Irvine, CA 92614

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Four Million Two Hundred Seventy
Thousand Nine Hundred Sixty Eight dollars and Twenty Cents

Dollars (\$ 4,270,968.20), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its

obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 2nd, 2016

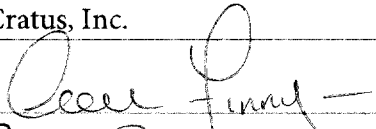
"Contractor"

"Surety"

Cratus, Inc.

Developers Surety and Indemnity Company

By:


PRESIDENT

Title

By:


Title

By:

Title

By:

Brad Bahl, Attorney-in-Fact
Title

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

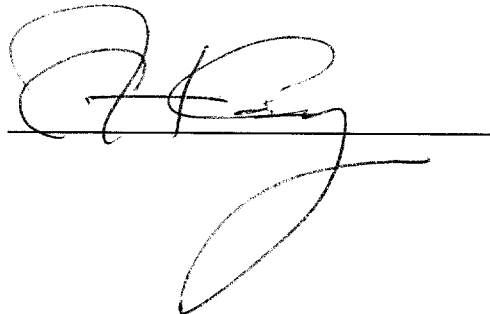
On 8/2/16 before me, Amy Gregory, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature



CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

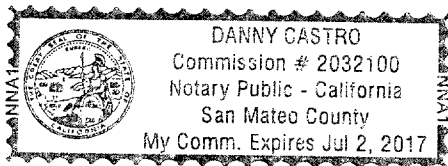
On August 3, 2016 before me, , Date

Here Insert Name and Title of the Officer Danny Castro, Notary Public

Personally appeared Liam Finnegan

Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: August 2nd

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan

Signer's Name: _____

☒ Corporate Officer – Title(s): President

☐ Corporate Officer – Title(s): _____

☐ Partner – Δ Limited Δ General

☐ Partner – Δ Limited Δ General

☐ Individual Δ Attorney in Fact

☐ Individual Δ Attorney in Fact

☐ Trustee Δ Guardian or Conservator

☐ Trustee Δ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: CRATUS, INC

Signer Is Representing: _____

Bond # 651750P

Premium: Included in Performance Bond

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to Cratus, Inc.

945 Taraval Street, #302

San Francisco, CA 94116

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

EAST-WEST WATER TRANSMISSION PIPELINE

SEGMENT 5C

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Developers Surety and Indemnity Company

17771 Cowan, Irvine, CA 92614

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Four Million Two Hundred Seventy

Thousand Nine Hundred Sixty Eight dollars and Twenty Cents

Dollars (\$ 4,270,968.20), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all

ARTICLES OF AGREEMENT

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court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 2nd, 2016

"Contractor"

"Surety"

Cratus, Inc.

Developers Surety and Indemnity Company

By: 

By: 

PRESIDENT
Title

Brad Bahl
Title

By: _____

By: _____

Title

Brad Bahl, Attorney-in-Fact

Title

(Seal)

(Seal)

Note: *This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

ARTICLES OF AGREEMENT

A - 10

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

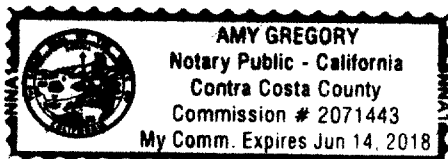
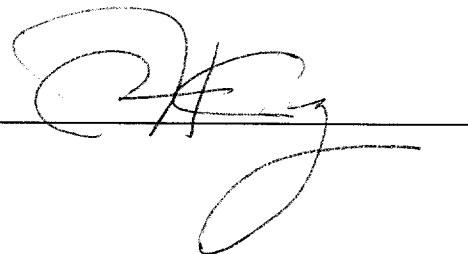
On 8/2/16 before me, Amy Gregory, Notary Public, personally appeared Brad Bahl who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

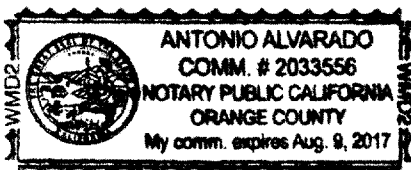
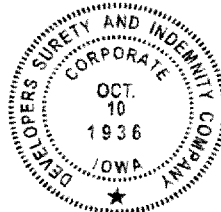
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President

State of California
County of Orange

On November 21, 2013 before me, _____
Date

Antonio Alvarado, Notary Public
Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 2nd day of August, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document.

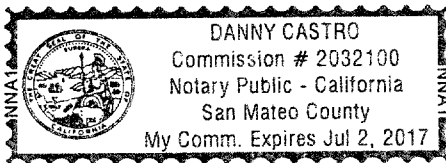
State of California)

County of San Francisco)

On August 3, 2016 before me, Danny Castro, Notary Public
Here Insert Name and Title of the Officer

Personally appeared Liam Finnegan
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan

☒ Corporate Officer - Title(s): President

☐ Partner - Δ Limited Δ General

☐ Individual Δ Attorney in Fact

☐ Trustee Δ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Cratus, Inc

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - Δ Limited Δ General

☐ Individual Δ Attorney in Fact

☐ Trustee Δ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RECEIVED

AUG 09 2016

CITY OF FAIRFIELD
CITY MANAGER'S OFFICE

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 196

RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS, RELIEVING CON-QUEST CONTRACTORS, INC. OF ITS BID, AND AWARDING A CONTRACT TO CRATUS INC. FOR THE EAST-WEST 36-INCH WATER TRANSMISSION PIPELINE SEGMENT 5C PROJECT

WHEREAS, the bid opening for the East-West 36-inch Water Transmission Pipeline Segment 5C Project took place on June 24, 2016; and

WHEREAS, Con-Quest Contractors, Inc. submitted the apparent low bid but requested withdrawal of bid without the loss of bid security and demonstrated its eligibility for such relief pursuant to Public Contract Code Section 5103; and

WHEREAS, Cratus, Inc. submitted the next lowest responsive bid and is the lowest responsive and responsible bidder; and

WHEREAS, the City Council is the awarding authority for the City of Fairfield and has the authority to determine minor irregularities and relieve a bidder of its bid with or without loss of bid security under the California Public Code Section 5101.b.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the East-West 36-inch Water Transmission Pipeline Segment 5C Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with Cratus, Inc. for the East-West 36-inch Water Transmission Pipeline Segment 5C Project in the amount of \$4,270,968.20.

Section 3. Con-Quest Contractors, Inc. is relieved of its obligation to perform work related to the project for the bid amount without forfeiture of bid security.

Section 4. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 5. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 19th day of July 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry T. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK

pw



Agenda Item No. 12

Agenda Report

DATE: July 19, 2016

TO: The Mayor and City Council

FROM: David A. White, City Manager DW
George R. Hicks, Director of Public Works GRH
Julie B. Lucido, Assistant Director of Public Works JBL

SUBJECT: Resolution of the City Council Approving the Plans and Specifications, Relieving Con-Quest Contractors, Inc. of its Bid, and Awarding a Contract to Cratus Inc. for the East-West 36-inch Water Transmission Pipeline Segment 5C Project

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

This resolution approves the plans and specifications for the East-West 36-inch Water Transmission Pipeline Segment 5C Project (Railroad Avenue from Sunset Avenue to Humphrey Drive), relieves Con-Quest Contractors, Inc. (Con-Quest) of its bid, and awards the construction contract in the amount of \$4,270,968.20 to Cratus Inc. of San Francisco, California.

DISCUSSION

The purpose of the East-West 36-inch Water Transmission Pipeline Project is to connect the North Bay Regional Water Treatment Plant to the water storage facilities in the Cordelia area. The transmission pipeline is being constructed in 11 segments. Segments 1, 2, 3, 5A, 5B, 5D and 6B have been completed. This pipeline project will add operational flexibility and increase reliability in providing water to the Cordelia area. Currently the Cordelia area can only be served by the Waterman Water Treatment Plant through a single large-diameter transmission main.

DATE: July 19, 2016

SUBJECT: Resolution of the City Council Approving the Plans and Specifications, Relieving Con-Quest Contractors, Inc. of its Bid, and Awarding a Contract to Cratus Inc. for the East-West 36-inch Water Transmission Pipeline Segment 5C Project

This transmission main will also give the City greater ability to utilize North Bay Aqueduct (NBA) water supplies. The water supplied through the NBA is only connected to the North Bay Regional Water Treatment Plant and the new transmission pipeline will complete connections to allow the transport of water from this plant to all areas within the City. The current phase of the project will construct approximately 3,900 linear feet of pipeline in Railroad Avenue extending from Sunset Avenue to Humphrey Drive.

Bids for the project were opened on June 24, 2016. Six bids were received ranging in price from \$3,408,670.05 to \$5,391,389.00. The Engineer's Estimate was \$4,153,000.00. The apparent low bidder was Con-Quest from San Francisco, California. Con-Quest requested permission to withdraw the bid on the basis of a mistake on bid item 4, "Utility Trenching and Backfill." Staff, in consultation with the City Attorney, reviewed the bid and withdrawal request. The request meets all of the following requirements for bidder's proof of mistake under Public Contract Code Section 5103:

1. Con-Quest provided evidence that the mistake was made in filling out the bid form and was not an error in judgement or the result of carelessness in inspecting the site or misreading the plans or specifications.
2. Con-Quest acknowledged the mistake in writing; specifically the unit cost for Bid Item No. 4 "Utility Trenching and Backfill" was entered as \$2.85 instead of \$285.00 per lineal foot. The mistake in the unit cost results in a difference in the total bid amount of \$1,070,194.95.
3. Notice of the mistake was given to the City within five working days after the bid opening.

Cratus, Inc. submitted the next lowest bid in the amount of \$4,270,968.20; approximately 3% over the Engineer's Estimate.

Staff has reviewed all bids for compliance with the bid requirements and recommends a relief of the bid for Con-Quest without forfeiture of bid security. Staff further recommends that the City Council award the contract to Cratus Inc. of San Francisco, California. Cratus Inc. is appropriately licensed by the Contractors State License Board to perform the work. This company has not previously performed work for the City of Fairfield. However, they have completed similar projects for Daly City and Pittsburg.

DATE: July 19, 2016

SUBJECT: Resolution of the City Council Approving the Plans and Specifications, Relieving Con-Quest Contractors, Inc. of its Bid, and Awarding a Contract to Cratus Inc. for the East-West 36-inch Water Transmission Pipeline Segment 5C Project

FINANCIAL IMPACT

The construction authorization for this project will be \$4,698,065.02, which is the bid amount plus a 10% contingency. The project is budgeted in the Water Improvements Fund Budget (462) and will expend Water Enterprise Capital Funds.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

A notice inviting bids for this project was advertised twice in the Daily Republic newspaper. In addition, the staff mailed a notice of the project and/or a complete bid package to a total of 19 builder's exchanges in the State of California covering the area from Redding to San Jose and Stockton to Santa Rosa. A total of 16 contractors purchased bid documents for this project.

ALTERNATIVE ACTION

Council could choose to not relieve Con-Quest of the bid but that is not recommended because the request meets all of the requirements for bidder's proof of mistake under Public Contract Code Section 5103. City Council could also choose to reject all bids and advertise for bids a second time. This is not recommended because project construction would be delayed and the environmental permits would expire prior to the completion of the work. If the City Council has any questions, this request may be delayed so that staff can provide the necessary backup information.

DOCUMENTS ATTACHED

Attachment 1: Bid Results

Attachment 2: Con-Quest Request for Bid Relief

Attachment 2: Proposed Resolution

STAFF CONTACT

Jay Swanson, Senior Civil Engineer

707-428-7476

schan@fairfield.ca.gov

Coordinated with: City Attorney

East-West Water Transmission Pipeline
Segment 5C, 36-Inch
NAME OF PROJECT

Friday, June 24, 2016 at 2:00 p.m.
DATE OF BID

NO.	BIDDER		AMOUNT *
1	Con-Quest Contractors, Inc.	San Francisco	\$3,408,670.05 (1)
2	Cratus, Inc.	San Francisco	\$4,270,968.20
3	Ranger Pipeline, Inc.	San Francisco	\$4,904,150.00
4	JMB Construction, Inc.	S. San Francisco	\$4,978,966.00
5	California Trenchless, Inc.	Hayward	\$5,288,320.00
6	Teichert & Sons, Inc.	Roseville	\$5,391,389.00
Engineer's Estimate			\$4,133,000.00

*Note: This bid summary shows the bids by apparent low bid rank but is not a determination of award, responsiveness, or responsibility of bids received. The values computed are values based on staff's interpretation of the bids, correction of mathematical errors and assumptions made where ambiguous and/or illegible entries are encountered during the review process.

(1): The bid submitted by Con-Quest contained a mistake impacting the bid total. Con-Quest has requested to be relieved of the bid. The bid documents submitted by Con-Quest listed a total bid amount of \$4,478,865. However, the sum of the unit costs multiplied by the bid quantities calculates to \$3,408,670.05. The bid documents state the final bid total is to be based on the extension of unit costs if a discrepancy exists. Con-Quest submitted a unit cost for Bid Item # 4: 36-in Utility Trenching and Backfill (for 36-inch Waterline) in the amount of \$2.85 per lineal foot. Con-Quest has informed the City the unit cost was a mistake and the intention was \$285.00 per lineal foot.

Attachment 2



June 27, 2016

George R. Hicks
Director of Public Works
City of Fairfield
Public Works Department - Engineering
1000 Webster Street, 3rd Floor
Fairfield, CA 94533

RE: East-West Water Transmission Pipeline Segment 5C

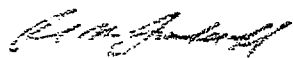
Mr. Hicks:

With regards to the above referenced bid proposal which was opened on June 24, 2016, it has come to the attention of Con-Quest Contractors, Inc. (C-QC) that after calculating the bid item unit prices extensions, C-QC has been determined to be the low bidder with a total bid of \$3,408,670.05. This total bid amount was not the intended price for this bid. There was a transposition error which occurred when writing in the unit price for Bid Item 4. The intended price for this item was \$285.00 per lineal foot, not the \$2.85 written in. You will find that when you input this unit price that the extension is then correct and the bid total which was written in as \$4,478,865 is correct. Accordingly, Con-Quest Contractors, Inc. hereby request relief from the bid as submitted.

Should you have any questions or concerns regarding this matter please contact me at 415.206.0524

Sincerely,

**CON-QUEST
CONTRACTORS, INC.**



Paul N. Loukianoff
President

CITY OF FAIRFIELD
STATE OF CALIFORNIA
PROPOSAL

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Name of Bidder: Cratus Inc.

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **200 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	1	Date:	06/09/16
Addendum No.	2	Date:	06/20/16
Addendum No.	3	Date:	06/21/16
Addendum No.		Date:	

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Item No.	M&P Section	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
1	200	Mobilization	LS	1	175,000.00	175,000.00
2	201	Erosion Control and SWPPP	LS	1	29,000.00	29,000.00
3	202	Traffic Control	LS	1	50,000.00	50,000.00
4	203	Utility Trenching and Backfill (36-inch Water Transmission Pipeline Only)	LF	3,793	280.00	1,062,040.00
5	204	Shoring	LS	1	50,000.00	50,000.00
6	205	54-inch Steel Casing (Bore and Jack)	LF	167	2,500.00	417,500.00
7	206	36-inch Water Transmission Pipeline	LF	3,960	220.00	871,200.00
8	207	36-inch Butterfly Valve	EA	1	17,500.00	17,500.00
9	208	8-inch Combination Air Valve	EA	3	15,000.00	45,000.00
10	209	8-inch Blow-Off Assembly and Cover	EA	3	12,500.00	37,500.00
11	210	Restrain Existing 12" SSWA Waterline	EA	5	1,000.00	5,000.00
12	211	Access Manhole	EA	3	15,000.00	45,000.00
13	212	Cathodic Protection	LS	1	50,000.00	50,000.00
14	213	Testing and Sanitizing of Water Piping System	LS	1	20,000.00	20,000.00
15	214	30-inch Storm Drain Piping	LF	2,302	385.00	886,270.00
16	214	18-inch Storm Drain Piping	LF	32	500.00	16,000.00
17	215	Storm Drain Manhole	EA	6	8,000.00	48,000.00
18	216	Roadway Junction Box	EA	1	10,000.00	10,000.00
19	216	Off Roadway Junction Box	EA	1	10,000.00	10,000.00
20	216	Rock Rip Rap	CY	14	400.00	5,600.00
21	217	Cold Plane Asphalt Concrete Pavement	LF	1,310	9.00	11,990.00
22	218	Base Failure Repair	CY	315	267.50	84,262.50
23	219	Pavement Reinforcing Fabric	SY	9,100	4.02	36,582.00
24	220	Asphalt Concrete Overlay	TN	1,930	116.00	223,880.00
25	221	Adjust Manholes To Grade	EA	4	4.00	16.00
26	221	Adjust Valve Boxes To Grade	EA	10	10.00	100.00
27	222	Traffic Striping	LS	1	25,000.00	25,000.00

Item No.	M&P Section	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
28	223	Shoulder Backing	LF	4,046	4.95	20,027.70
29	224	Remove and Restore Picket Fence	LF	200	15.00	3,000.00
30	225	Temporary Access Class 2 AB	TN	300	40.00	12,000.00
31	226	Temporary Access Geotextile Fabric	SY	900	3.00	2,700.00
32	227	Restore Turf with Sod	SY	500	20.00	10,000.00

Total = \$ 4,270,968.20

Please complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C
DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) Pacific Boring P.O. Box 727 Caruthers, CA 93609	553794	Jack & Bone	4%
2) MCK Services Inc. P.O. Box 5697 Concord, CA 94524	783116	Paving	8%
3) Farwest Corrosion Control Company Downey, CA 90241	248232	Cathodic Protection	0.7%
4) Thomas J's Welding Services Los Banos, CA 93635	829128	Welding	2%
5) Underground Solutions Poway, CA 92064	930859	Fusion PVC	0.5%
6) Bayside Stripe & Seal Petaluma, CA 94953	883985	Striping	0.4%

Note: Attach additional sheets if required

Steel Water Pipe or Concrete Pressure Pipe Supplier (Write in Manufacturer's name below.)

Ameron

NONCOLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT of CEATUS INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on JUNE 20th [date], at SAN FRANCISCO [city], CALIFORNIA [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

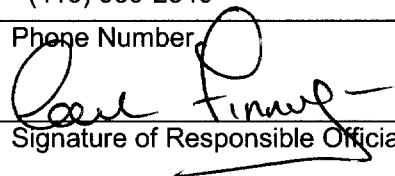
6/20/16
(Date)

[Signature]
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

Cratus Inc.
Name of Firm

845 Taraval Street, #302
San Francisco, CA 94116
Business Address

(415) 939-2840
Phone Number

Signature of Responsible Official

Contractor's License:
a. Class: A & C34
b. Number: 987888
c. Expiration Date: 10/31/2017
FEI Number: 46-3636829

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Cratus Inc. - Incorporated in State of California on 06/13/13
President: Liam Finnegan
Secretary: Fernando Reyes
Treasurer: Michael Kirwan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

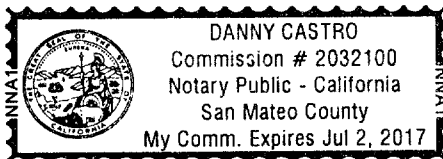
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On June 20, 2016 before me, Danny Castro, Notary Public,
Date Here Insert Name and Title of the Officer
 personally appeared Liam Finnegan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration to be Executed by bidder and submitted with bid
 Document Date: 6/20/2016 Number of Pages: 9
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Cruz Inc

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Certification by Secretary
Of Corporate Resolution

At a meeting of the Directors of Cratus Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 06/01/2016 at which a quorum of the directors was present, the following was adopted to wit:

Resolving, that **Liam Finnegan**, is/are hereby authorized to sign contracts / agreements in the name of and on behalf of **Cratus Inc.**

I, **Fernando Reyes, Secretary** of Cratus Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of the a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on June 1st 2016 and that said resolution has not been revoked or rescinded.

In witness, whereof, I have hereunto subscribed my name and affixed the seal of the said corporation.

06/20/16
Date

Fernando Reyes
Fernando Reyes (Corporate Secretary)
Cratus Inc.

(Corporate Seal)

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

WHEREAS Cratus, Inc.; 2200 Palou Avenue, San Francisco, CA 94124

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Developers Surety and Indemnity Company

P.O. Box 19725, Irvine, CA 92623

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the Total Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

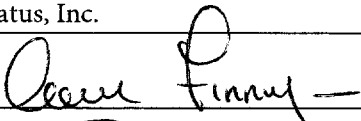
IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 10, 2016

“Contractor”

Cratus, Inc.

By:


PRESIDENT

Title

By:

Title

“Surety”

Developers Surety and Indemnity Company

By:



Title

Dennis J. Woodard, Attorney-in-Fact

By:

Title

(Seal)

(Seal)

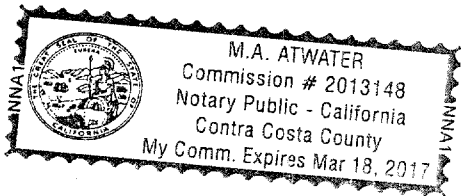
*Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On June 10, 2016 Before me, M. A. Atwater, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Dennis J. Woodard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature M.A. Atwater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer –Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

Signer's Name:
☐ Corporate Officer –Title(s):
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

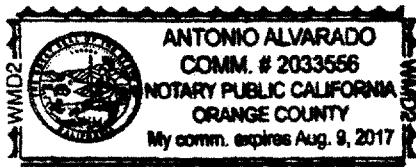
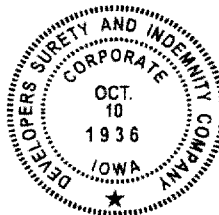
By: Daniel Young
Daniel Young, Senior Vice-President

By: Mark J. Lansdon
Mark J. Lansdon, Vice-President

State of California
County of Orange

On November 21, 2013 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Antonio Alvarado
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of June, 2016.

By: Cassie J. Berrisford
Cassie J. Berrisford, Assistant Secretary

ID-1380(Rev.11/13)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

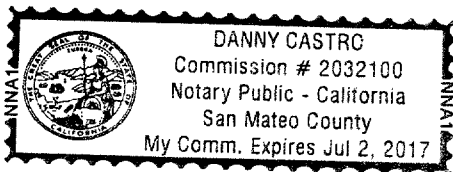
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On June 20, 2016 before me, Danny Castro, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Liam Finnegan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond East-West Water Transmission Pipeline Segment X
 Document Date: June 20, 2016 Number of Pages: 9
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: CRATUS INC

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

5000000

**CITY OF FAIRFIELD
STATE OF CALIFORNIA**

PROPOSAL

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Name of Bidder: Cratus Inc.

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **200 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	<u>1</u>	Date:	<u>06/09/16</u>
Addendum No.	<u>2</u>	Date:	<u>06/20/16</u>
Addendum No.	<u>3</u>	Date:	<u>06/21/16</u>
Addendum No.	<u> </u>	Date:	<u> </u>

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Item No.	M&P Section	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
1	200	Mobilization	LS	1	175,000.00	175,000.00
2	201	Erosion Control and SWPPP	LS	1	20,000.00	20,000.00
3	202	Traffic Control	LS	1	50,000.00	50,000.00
4	203	Utility Trenching and Backfill (36-inch Water Transmission Pipeline Only)	LF	3,793	280.00	1,062,040.00
5	204	Shoring	LS	1	50,000.00	50,000.00
6	205	54-inch Steel Casing (Bore and Jack)	LF	167	2,500.00	417,500.00
7	206	36-inch Water Transmission Pipeline	LF	3,960	220.00	871,200.00
8	207	36-inch Butterfly Valve	EA	1	17,500.00	17,500.00
9	208	8-inch Combination Air Valve	EA	3	15,000.00	45,000.00
10	209	8-inch Blow-Off Assembly and Cover	EA	3	12,500.00	37,500.00
11	210	Restrain Existing 12" SSWA Waterline	EA	5	1,000.00	5,000.00
12	211	Access Manhole	EA	3	15,000.00	45,000.00
13	212	Cathodic Protection	LS	1	50,000.00	50,000.00
14	213	Testing and Sanitizing of Water Piping System	LS	1	20,000.00	20,000.00
15	214	30-inch Storm Drain Piping	LF	2,302	385.00	886,270.00
16	214	18-inch Storm Drain Piping	LF	32	500.00	16,000.00
17	215	Storm Drain Manhole	EA	6	8,000.00	48,000.00
18	216	Roadway Junction Box	EA	1	10,000.00	10,000.00
19	216	Off Roadway Junction Box	EA	1	10,000.00	10,000.00
20	216	Rock Rip Rap	CY	14	400.00	5,600.00
21	217	Cold Plane Asphalt Concrete Pavement	LF	1,310	9.00	11,790.00
22	218	Base Failure Repair	CY	315	267.50	84,262.50
23	219	Pavement Reinforcing Fabric	SY	9,100	4.02	36,582.00
24	220	Asphalt Concrete Overlay	TN	1,930	116.00	223,880.00
25	221	Adjust Manholes To Grade	EA	4	4.00	16.00
26	221	Adjust Valve Boxes To Grade	EA	10	10.00	100.00
27	222	Traffic Striping	LS	1	25,000.00	25,000.00

Item No.	M&P Section	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
28	223	Shoulder Backing	LF	4,046	4.95	20,027.70
29	224	Remove and Restore Picket Fence	LF	200	15.00	3,000.00
30	225	Temporary Access Class 2 AB	TN	300	40.00	12,000.00
31	226	Temporary Access Geotextile Fabric	SY	900	3.00	2,700.00
32	227	Restore Turf with Sod	SY	500	20.00	10,000.00

Total = \$ 4,270,968.20

Please complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

EAST-WEST WATER TRANSMISSION PIPELINE

SEGMENT 5C

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) Pacific Boring P.O. Box 727 Caruthers, CA 93609	553794	Jack & Bone	4%
2) MCK Services Inc. P.O. Box 5697 Concord, CA 94524	783116	Paving	8%
3) Faranwest Corrosion Control Company Downey, CA 90241	248232	Cathodic Protection	0.7%
4) Thomas J's Welding Services Los Banos, CA 93635	829128	Welding	2%
5) Underground Solutions Paway, CA 92064	930859	Fusion PVC	0.5%
6) Bayside Stripe & Seal Petaluma, CA 94953	883985	Striping	0.4%

Note: Attach additional sheets if required

Steel Water Pipe or Concrete Pressure Pipe Supplier (Write in Manufacturer's name below.)

Ameron

NONCOLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT of CEATUS INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on JUNE 20th [date], at SAN FRANCISCO [city], CALIFORNIA [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/20/16
(Date)

[Signature]
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

Cratus Inc.

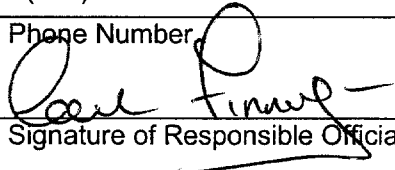
Name of Firm

845 Taraval Street, #302
San Francisco, CA 94116

Business Address

(415) 939-2840

Phone Number


Signature of Responsible Official

Contractor's License:

a. Class: A & C34

b. Number: 987888

c. Expiration Date: 10/31/2017

FEI Number: 46-3636829

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Cratus Inc. - Incorporated in State of California on 06/13/13

President: Liam Finnegan

Secretary: Fernando Reyes

Treasurer: Michael Kirwan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

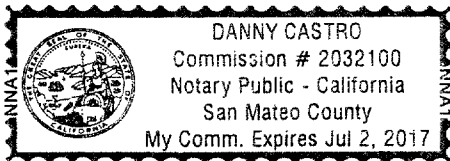
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On June 20, 2016 before me, Danny Castro, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Liam Finnegan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration to be Executed by bidder and submitted with bid
 Document Date: 6/20/2016 Number of Pages: 9
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Cross Inc

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Certification by Secretary
Of Corporate Resolution

At a meeting of the Directors of Cratus Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 06/01/2016 at which a quorum of the directors was present, the following was adopted to wit:

Resolving, that **Liam Finnegan**, is/are hereby authorized to sign contracts / agreements in the name of and on behalf of **Cratus Inc.**

I, **Fernando Reyes, Secretary** of Cratus Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of the a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on June 1st 2016 and that said resolution has not been revoked or rescinded.

In witness, whereof, I have hereunto subscribed my name and affixed the seal of the said corporation.

06/20/16
Date

Fernando Reyes
Fernando Reyes (Corporate Secretary)
Cratus Inc.

(Corporate Seal)

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Addendum No. 1

June 9, 2016

This constitutes Addendum No. 1 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE, SEGMENT 5C. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Notice to Contractors (White Section)

1. Please modify Item 8 on page NC-2 to match the following:

*8. Bids will be received until **2:00 PM on June 23, 2016** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. No phones are available at the City offices for use by the bidders. The wall clock at the Public Works Counter will be the final determination of the time.*

2. Please modify Item 10 on page NC-2 to match the following:

10. The tentative schedule for this Project is as follows:

<i>Date</i>	<i>Event</i>
<i>May 13, 2016 – June 23, 2016</i>	<i>Bid Acceptance Period</i>
<i>June 3, 2016; 4:00PM</i>	<i>Deadline for Bid Questions</i>
<i>June 23, 2016; 2:00PM</i>	<i>Bid Opening</i>
<i>July 19, 2016</i>	<i>Anticipated Award of a Construction Contract</i>

Instructions to Bidders (White Section):

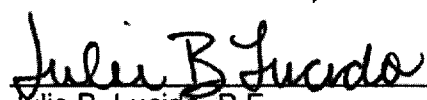
3. Please modify Item 1 Receipt of Bids on page IB-1 to match the following:

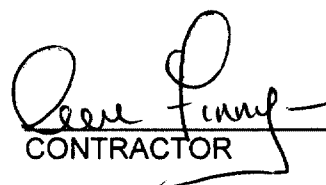
1. **RECEIPT OF BIDS**

*The City Engineer of the City of Fairfield, California will receive at her office at the City Hall, sealed proposals on or before **2:00 p.m. on Thursday, June 23, 2016.***

APPROVED:

ACKNOWLEDGEMENT:


Julie B. Lucido, P.E.
City Engineer

 - PRESIDENT
CONTRACTOR

CITY OF FAIRFIELD
STATE OF CALIFORNIA

EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C

Addendum No. 2

June 20, 2016

This constitutes Addendum No. 2 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE, SEGMENT 5C. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Special Provision (golden rod section)

1. Replace the second paragraph in Special Provision Section 113 with the following:

"Work within the existing intersections of the Project areas, including the trenching or boring shall be performed between the hours of 9 am and 3 pm on weekdays unless otherwise approved by the City Engineer."

2. Replace Item C of Special Provision Section 126. Special Requirements, Kinder Morgan Pipeline section with:

"C. When within ten (10) feet of the KM 20" fuel pipeline, pothole it at sufficient intervals (50 foot minimum or as determined by KM's on-site representative) to determine the exact location of the KM 20" fuel pipeline to determine if the pipeline has sufficient cover and to verify the horizontal clearances from the proposed work activities. Backfill around the pipelines must be sand (or rock free dirt) and must be hand compacted. The clearance between the outsides of the new 30" storm drain line and the existing 20" KM fuel pipeline will be approximately 2.5' to 3'. Prior to any construction activity CONTRACTOR shall coordinate with KM in meeting the requirements of Insert 2, Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities.

3. Add the following paragraphs to Item G of Special Provision Section 126. Special Requirements, Kinder Morgan (KM) Pipeline section with :

"G. In accordance with the Insert 2 Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities, CONTRACTOR shall coordinate the use of heavy equipment operating on top or within 10' of the KM pipeline. CONTRACTOR will coordinate with KM representative on the maximum size equipment that can be used on top or within 10' of the existing KM pipeline prior to any associated construction activity.

City of Fairfield will be responsible for all associated costs with providing KM inspection or observation in the field in accordance with the Insert 2 Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities."

CONTRACTOR shall be responsible for the cost of all coordination with KM and all activities associated with compliance of the requirements of Insert 2 Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities"

4. Add the following paragraphs to Special Provisions Section 131. Testing of Materials:

"Testing of materials will be performed by the City following State of California Test Methods. The statistical testing procedure will not be used. Each material used shall meet the requirements of the moving average.

The City will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 3 of the State Construction Manual and the City Quality Assurance Program. Where conditions vary, the City may require additional testing. The cost of all retests shall be charged to the CONTRACTOR at \$150.00 each. The cost for testing of materials offered in lieu of the specified materials shall be the responsibility of the CONTRACTOR. The cost for R-value tests when required by the standard specifications shall be the responsibility of the CONTRACTOR.

Compaction tests shall be requested by the CONTRACTOR a minimum of 24 hours in advance of the time desired. A minimum of 24 hours shall be allowed for testing to be performed. The interval for testing shall be determined by the City Engineer. No subsequent layer of material shall be placed until a passing test is obtained.

Current mix designs for asphalt concrete and mix design for all concrete shall be provided to and approved by the City, prior to placement. The City shall have on file a list of pre-approved suppliers and mix designs for the CONTRACTOR'S review. The CONTRACTOR shall submit his list of suppliers and mix designs prior to the start of work.

CONTRACTOR shall request additional Soil Testing Policy information from the City"

5. Add the following paragraph to Specifications Section 01560, 1.7 MITIGATION MEASURES FROM PROJECT INITIAL STUDIES:

"City of Fairfield will provide and pay for all costs associated with Biological, Paleontological and Archeological Monitoring in accordance with the following Mitigation Monitoring and Reporting Measures."

6. Replace Paragraph 6 in Specification Section 01576, 1.3, B with:

"6. The CONTRACTOR shall maintain at least one (1) lane open to local traffic during working hours. However, traffic lanes on Railroad Avenue may be closed one lane at a time during construction or paving operations, if the appropriate lane closure signage and controls are provided. A minimum width of ten (10) feet shall be maintained at all times for vehicular travel when limiting traffic to a single lane. At CONTRACTOR'S option, CONTRACTOR will be allowed to use the existing unpaved southern shoulder within the public right-of-way for temporary vehicular travel, but must first place a minimum of 6" compacted temporary access Class 2 AB surface over the unpaved area. Payment for this temporary access Class 2 AB will be per Special Provision Section 225. The quantity for this optional temporary access Class 2 AB will be considered extra work and paid at the

same unit price in bid schedule for Temporary Access Class 2 AB and is not to be included in the base bid. Intersections shall be controlled with three (3) way stop signs. A sign detailing the dates of any lane closures shall be manufactured and posted two (2) weeks prior to the closure to give advance notice and encourage drivers to take alternate routes during the closure."

PROJECT PLANS

1. Revise Note 5 Under Caution Notes on Sheet C1 of the Plans to read as follows:

"POTHOLE FUEL LINE AT MINIMUM 50 FOOT INTERVALS TO DETERMINE EXACT LOCATION WHERE FUEL LINE PARALLELS NEW WATER LINE. SEE INSERT 2 FOR KINDER MORGAN'S REQUIREMENTS."

2. Revise Note 1 shown in Detail 1/C7 to read as follows:

"USE BACKFILL METHOD "A" IN EXISTING STREETS. AN APPROVED CONTROLLED LOW-STRENGTH MATERIAL WILL BE ALLOWED UP TO 1' AROUND THE PIPE."

3. Replace Note 2. shown in Details 2/C8, 3/C8 and 4/C8 with:

"2. ALL WELDS SHALL BE DOUBLE WELDED. WELD OUTSIDE AND INSIDE OF PIPE."

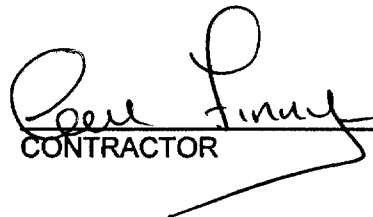
4. Please replace Detail 3 on Sheet 7 with the attached detail. The column label for the Casing Pipe was changed from ID to OD.

APPROVED:

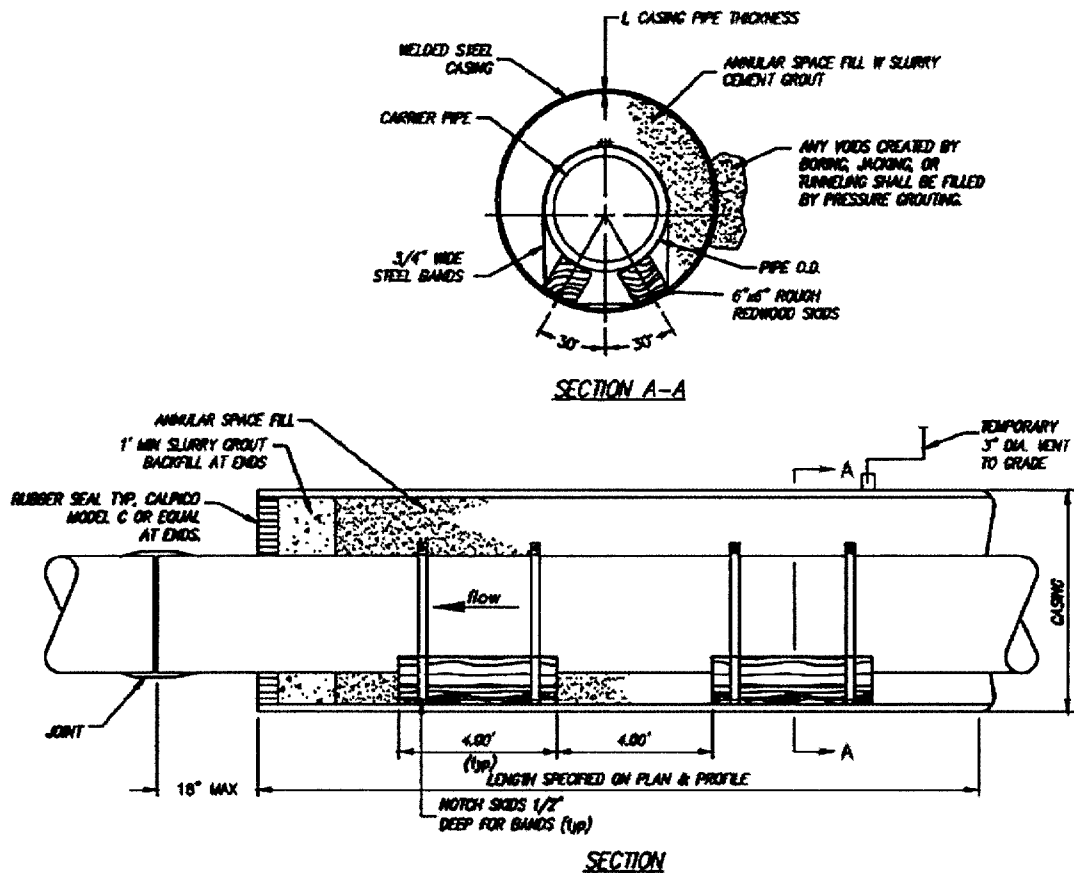
ACKNOWLEDGEMENT:



Julie B. Lucido, P.E.
City Engineer


CONTRACTOR

Attached revised detail 3/C7



NOTE

1. CASING PIPES SHALL BE PRESSURE GROUTED AT 4-FOOT CENTERS IN SPIRAL PATTERN AROUND CASING TO ENSURE NO VOIDS EXIST BETWEEN CASING AND SURROUNDING SOIL.

LOCATION	CARRIER PIPE		CASING PIPE		ANNULAR SPACE FILL
	ID	OD*	t	OD	
LAUREL CREEK BYPASS	36"	41"±	5/8"	54"	SLURRY CEMENT GROUT

* DIAMETER INCLUDING MORTAR COATING AT PIPE JOINTS

3
C7

TYPICAL CASING DETAIL

NTS

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Addendum No. 3

June 21, 2016

This constitutes Addendum No. 1 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE, SEGMENT 5C. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Notice to Contractors (White Section)

1. Please modify Item 8 on page NC-2 to match the following:

*8. Bids will be received until **2:00 PM on June 24, 2016** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. No phones are available at the City offices for use by the bidders. The wall clock at the Public Works Counter will be the final determination of the time.*

2. Please modify Item 10 on page NC-2 to match the following:

10. The tentative schedule for this Project is as follows:

<i>Date</i>	<i>Event</i>
<i>May 13, 2016 – June 23, 2016</i>	<i>Bid Acceptance Period</i>
<i>June 3, 2016; 4:00PM</i>	<i>Deadline for Bid Questions</i>
<i>June 24, 2016; 2:00PM</i>	<i>Bid Opening</i>
<i>July 19, 2016</i>	<i>Anticipated Award of a Construction Contract</i>

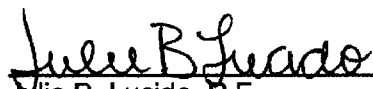
Instructions to Bidders (White Section):

3. Please modify Item 1 Receipt of Bids on page IB-1 to match the following:

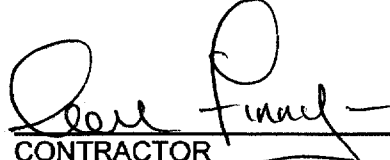
1. RECEIPT OF BIDS

*The City Engineer of the City of Fairfield, California will receive at her office at the City Hall, sealed proposals on or before **2:00 p.m. on Friday, June 24, 2016.***

APPROVED:


Julie B. Lucido, P.E.
City Engineer

ACKNOWLEDGEMENT:


CONTRACTOR

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

WHEREAS Cratus, Inc.; 2200 Palou Avenue, San Francisco, CA 94124

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Developers Surety and Indemnity Company

P.O. Box 19725, Irvine, CA 92623

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the Total Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 10, 2016

"Contractor"

Cratus, Inc.

By: Deane Finney
Title

By: _____
Title

"Surety"

Developers Surety and Indemnity Company

By: Dennis J. Woodard
Title
Dennis J. Woodard, Attorney-in-Fact

By: _____
Title

(Seal)

(Seal)

*Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

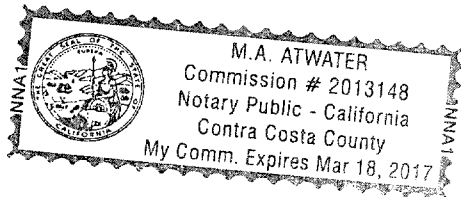
State of California)

County of Contra Costa)

On June 10, 2016 Before me, M. A. Atwater, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dennis J. Woodard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M.A. Atwater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer - Title(s): _____

☐ Partner - ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

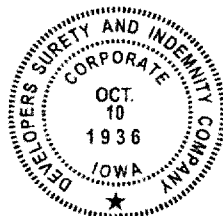
RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



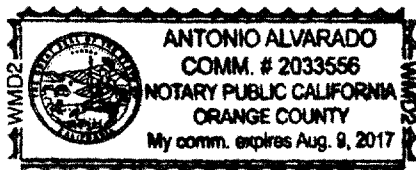
State of California
County of Orange

On November 21, 2013 before me, _____
Date

Antonio Alvarado, Notary Public

Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of June, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)

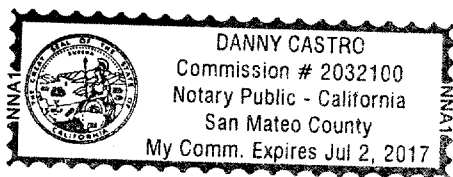
On June 20, 2016 before me, Danny Castro, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Liam Finnegan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond (East-West Water Transmission Pipeline Segment X)

Document Date: June 20, 2016 Number of Pages: 9

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Cratus Inc

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

EAST-WEST WATER TRANSMISSION PIPELINE

SEGMENT 5C

Name of Bidder: Cratus Inc.

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **200 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No.	<u>1</u>	Date:	<u>06/09/16</u>
Addendum No.	<u>2</u>	Date:	<u>06/20/16</u>
Addendum No.	<u>3</u>	Date:	<u>06/21/16</u>
Addendum No.	<u> </u>	Date:	<u> </u>

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Item No.	M&P Section	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
1	200	Mobilization	LS	1	175,000.00	175,000.00
2	201	Erosion Control and SWPPP	LS	1	20,000.00	20,000.00
3	202	Traffic Control	LS	1	50,000.00	50,000.00
4	203	Utility Trenching and Backfill (36-inch Water Transmission Pipeline Only)	LF	3,793	280.00	1,062,040.00
5	204	Shoring	LS	1	50,000.00	50,000.00
6	205	54-inch Steel Casing (Bore and Jack)	LF	167	2,500.00	417,500.00
7	206	36-inch Water Transmission Pipeline	LF	3,960	220.00	871,200.00
8	207	36-inch Butterfly Valve	EA	1	17,500.00	17,500.00
9	208	8-inch Combination Air Valve	EA	3	15,000.00	45,000.00
10	209	8-inch Blow-Off Assembly and Cover	EA	3	12,500.00	37,500.00
11	210	Restrain Existing 12" SSWA Waterline	EA	5	1,000.00	5,000.00
12	211	Access Manhole	EA	3	15,000.00	45,000.00
13	212	Cathodic Protection	LS	1	50,000.00	50,000.00
14	213	Testing and Sanitizing of Water Piping System	LS	1	20,000.00	20,000.00
15	214	30-inch Storm Drain Piping	LF	2,302	385.00	886,270.00
16	214	18-inch Storm Drain Piping	LF	32	500.00	16,000.00
17	215	Storm Drain Manhole	EA	6	8,000.00	48,000.00
18	216	Roadway Junction Box	EA	1	10,000.00	10,000.00
19	216	Off Roadway Junction Box	EA	1	10,000.00	10,000.00
20	216	Rock Rip Rap	CY	14	400.00	5,600.00
21	217	Cold Plane Asphalt Concrete Pavement	LF	1,310	9.00	11,790.00
22	218	Base Failure Repair	CY	315	267.50	84,262.50
23	219	Pavement Reinforcing Fabric	SY	9,100	4.02	36,582.00
24	220	Asphalt Concrete Overlay	TN	1,930	116.00	223,880.00
25	221	Adjust Manholes To Grade	EA	4	4.00	16.00
26	221	Adjust Valve Boxes To Grade	EA	10	10.00	100.00
27	222	Traffic Striping	LS	1	25,000.00	25,000.00

Item No.	M&P Section	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
28	223	Shoulder Backing	LF	4,046	4.95	20,027.70
29	224	Remove and Restore Picket Fence	LF	200	15.00	3,000.00
30	225	Temporary Access Class 2 AB	TN	300	40.00	12,000.00
31	226	Temporary Access Geotextile Fabric	SY	900	3.00	2,700.00
32	227	Restore Turf with Sod	SY	500	20.00	10,000.00

Total = \$ 4,270,968.20

Please complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

EAST-WEST WATER TRANSMISSION PIPELINE

SEGMENT 5C

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, license number, and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be Performed	Percent of Total Bid
1) Pacific Boring P.O. Box 727 Caruthers, CA 93609	553794	Jack & Bone	4%
2) MCK Services Inc. P.O. Box 5697 Concord, CA 94524	783116	Paving	8%
3) Farwest Corrosion Control Company Downey, CA 90241	248232	Cathodic Protection	0.7%
4) Thomas J's Welding Services Los Banos, CA 93635	829128	Welding	2%
5) Underground Solutions Poway, CA 92064	930859	Fusion PVC	0.5%
6) Bayside Stripe & Seal Petaluma, CA 94953	883985	Striping	0.4%

Note: Attach additional sheets if required

Steel Water Pipe or Concrete Pressure Pipe Supplier (Write in Manufacturer's name below.)

Ameron

NONCOLLUSION DECLARATION TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT of CEATUS INC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on JUNE 20th [date], at SAN FRANCISCO [city], CALIFORNIA [state].

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

6/20/16
(Date)

[Signature]
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

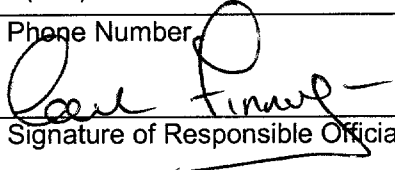
Cratus Inc.
Name of Firm

845 Taraval Street, #302
San Francisco, CA 94116

Business Address

(415) 939-2840

Phone Number


Signature of Responsible Official

Contractor's License:

a. Class: A & C34

b. Number: 987888

c. Expiration Date: 10/31/2017

FEI Number: 46-3636829

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Cratus Inc. - Incorporated in State of California on 06/13/13

President: Liam Finnegan

Secretary: Fernando Reyes

Treasurer: Michael Kirwan

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

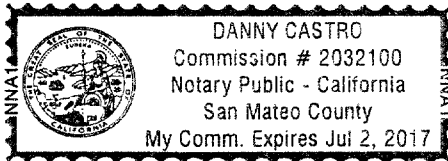
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On June 20, 2016 before me, Danny Castro, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Liam Finnegan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration to be Executed by bidder and submitted with bid
 Document Date: 6/20/2016 Number of Pages: 9
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Craws Inc

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____



Certification by Secretary
Of Corporate Resolution

At a meeting of the Directors of Cratus Inc. a corporation organized and existing under the laws of the State of California, duly called and held in accordance with the articles of incorporation and bylaws of the corporation at its office on 06/01/2016 at which a quorum of the directors was present, the following was adopted to wit:

Resolving, that **Liam Finnegan**, is/are hereby authorized to sign contracts / agreements in the name of and on behalf of **Cratus Inc.**

I, **Fernando Reyes, Secretary** of Cratus Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true, and correct copy of the a resolution of the Board of Directors of said corporation, duly adopted at the meeting held on June 1st 2016 and that said resolution has not been revoked or rescinded.

In witness, whereof, I have hereunto subscribed my name and affixed the seal of the said corporation.

06/20/16
Date

Fernando Reyes
Fernando Reyes (Corporate Secretary)
Cratus Inc.

(Corporate Seal)

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Addendum No. 1

June 9, 2016

This constitutes Addendum No. 1 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE, SEGMENT 5C. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Notice to Contractors (White Section)

1. Please modify Item 8 on page NC-2 to match the following:

8. *Bids will be received until **2:00 PM on June 23, 2016** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. No phones are available at the City offices for use by the bidders. The wall clock at the Public Works Counter will be the final determination of the time.*

2. Please modify Item 10 on page NC-2 to match the following:

10. *The tentative schedule for this Project is as follows:*

Date	Event
May 13, 2016 – June 23, 2016	Bid Acceptance Period
June 3, 2016; 4:00PM	Deadline for Bid Questions
June 23, 2016; 2:00PM	Bid Opening
July 19, 2016	Anticipated Award of a Construction Contract

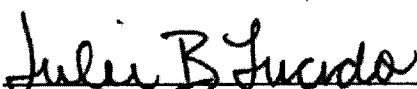
Instructions to Bidders (White Section):

3. Please modify Item 1 Receipt of Bids on page IB-1 to match the following:

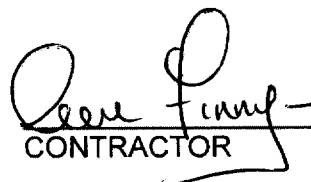
1. **RECEIPT OF BIDS**

*The City Engineer of the City of Fairfield, California will receive at her office at the City Hall, sealed proposals on or before **2:00 p.m. on Thursday, June 23, 2016.***

APPROVED:


Julie B. Lucido, P.E.
City Engineer

ACKNOWLEDGEMENT:

 - PRESIDENT
CONTRACTOR

CITY OF FAIRFIELD
STATE OF CALIFORNIA

EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C

Addendum No. 2

June 20, 2016

This constitutes Addendum No. 2 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE, SEGMENT 5C. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Special Provision (golden rod section)

1. Replace the second paragraph in Special Provision Section 113 with the following:

"Work within the existing intersections of the Project areas, including the trenching or boring shall be performed between the hours of 9 am and 3 pm on weekdays unless otherwise approved by the City Engineer."

2. Replace Item C of Special Provision Section 126. Special Requirements, Kinder Morgan Pipeline section with:

"C. When within ten (10) feet of the KM 20" fuel pipeline, pothole it at sufficient intervals (50 foot minimum or as determined by KM's on-site representative) to determine the exact location of the KM 20" fuel pipeline to determine if the pipeline has sufficient cover and to verify the horizontal clearances from the proposed work activities. Backfill around the pipelines must be sand (or rock free dirt) and must be hand compacted. The clearance between the outsides of the new 30" storm drain line and the existing 20" KM fuel pipeline will be approximately 2.5' to 3'. Prior to any construction activity CONTRACTOR shall coordinate with KM in meeting the requirements of Insert 2, Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities.

3. Add the following paragraphs to Item G of Special Provision Section 126. Special Requirements, Kinder Morgan (KM) Pipeline section with :

"G. In accordance with the Insert 2 Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities, CONTRACTOR shall coordinate the use of heavy equipment operating on top or within 10' of the KM pipeline. CONTRACTOR will coordinate with KM representative on the maximum size equipment that can be used on top or within 10' of the existing KM pipeline prior to any associated construction activity.

City of Fairfield will be responsible for all associated costs with providing KM inspection or observation in the field in accordance with the Insert 2 Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities."

CONTRACTOR shall be responsible for the cost of all coordination with KM and all activities associated with compliance of the requirements of Insert 2 Kinder Morgan Guidelines for Design and Construction near Kinder Morgan Hazardous Liquid Operated Facilities”

4. Add the following paragraphs to Special Provisions Section 131. Testing of Materials:

“Testing of materials will be performed by the City following State of California Test Methods. The statistical testing procedure will not be used. Each material used shall meet the requirements of the moving average.

The City will provide all initial material and compaction tests. Sampling and testing will comply with Chapter 3 of the State Construction Manual and the City Quality Assurance Program. Where conditions vary, the City may require additional testing. The cost of all retests shall be charged to the CONTRACTOR at \$150.00 each. The cost for testing of materials offered in lieu of the specified materials shall be the responsibility of the CONTRACTOR. The cost for R-value tests when required by the standard specifications shall be the responsibility of the CONTRACTOR.

Compaction tests shall be requested by the CONTRACTOR a minimum of 24 hours in advance of the time desired. A minimum of 24 hours shall be allowed for testing to be performed. The interval for testing shall be determined by the City Engineer. No subsequent layer of material shall be placed until a passing test is obtained.

Current mix designs for asphalt concrete and mix design for all concrete shall be provided to and approved by the City, prior to placement. The City shall have on file a list of pre-approved suppliers and mix designs for the CONTRACTOR’S review. The CONTRACTOR shall submit his list of suppliers and mix designs prior to the start of work.

CONTRACTOR shall request additional Soil Testing Policy information from the City”

5. Add the following paragraph to Specifications Section 01560, 1.7 MITIGATION MEASURES FROM PROJECT INITIAL STUDIES:

“City of Fairfield will provide and pay for all costs associated with Biological, Paleontological and Archeological Monitoring in accordance with the following Mitigation Monitoring and Reporting Measures.”

6. Replace Paragraph 6 in Specification Section 01576, 1.3, B with:

“6. The CONTRACTOR shall maintain at least one (1) lane open to local traffic during working hours. However, traffic lanes on Railroad Avenue may be closed one lane at a time during construction or paving operations, if the appropriate lane closure signage and controls are provided. A minimum width of ten (10) feet shall be maintained at all times for vehicular travel when limiting traffic to a single lane. At CONTRACTOR’S option, CONTRACTOR will be allowed to use the existing unpaved southern shoulder within the public right-of-way for temporary vehicular travel, but must first place a minimum of 6” compacted temporary access Class 2 AB surface over the unpaved area. Payment for this temporary access Class 2 AB will be per Special Provision Section 225. The quantity for this optional temporary access Class 2 AB will be considered extra work and paid at the

same unit price in bid schedule for Temporary Access Class 2 AB and is not to be included in the base bid. Intersections shall be controlled with three (3) way stop signs. A sign detailing the dates of any lane closures shall be manufactured and posted two (2) weeks prior to the closure to give advance notice and encourage drivers to take alternate routes during the closure."

PROJECT PLANS

1. Revise Note 5 Under Caution Notes on Sheet C1 of the Plans to read as follows:

"POTHOLE FUEL LINE AT MINIMUM 50 FOOT INTERVALS TO DETERMINE EXACT LOCATION WHERE FUEL LINE PARALLELS NEW WATER LINE. SEE INSERT 2 FOR KINDER MORGAN'S REQUIREMENTS."

2. Revise Note 1 shown in Detail 1/C7 to read as follows:

"USE BACKFILL METHOD "A" IN EXISTING STREETS. AN APPROVED CONTROLLED LOW-STRENGTH MATERIAL WILL BE ALLOWED UP TO 1' AROUND THE PIPE."

3. Replace Note 2. shown in Details 2/C8, 3/C8 and 4/C8 with:

"2. ALL WELDS SHALL BE DOUBLE WELDED. WELD OUTSIDE AND INSIDE OF PIPE."

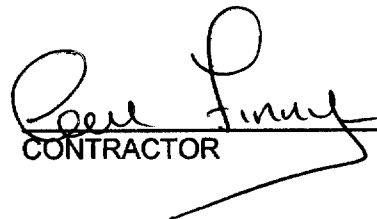
4. Please replace Detail 3 on Sheet 7 with the attached detail. The column label for the Casing Pipe was changed from ID to OD.

APPROVED:

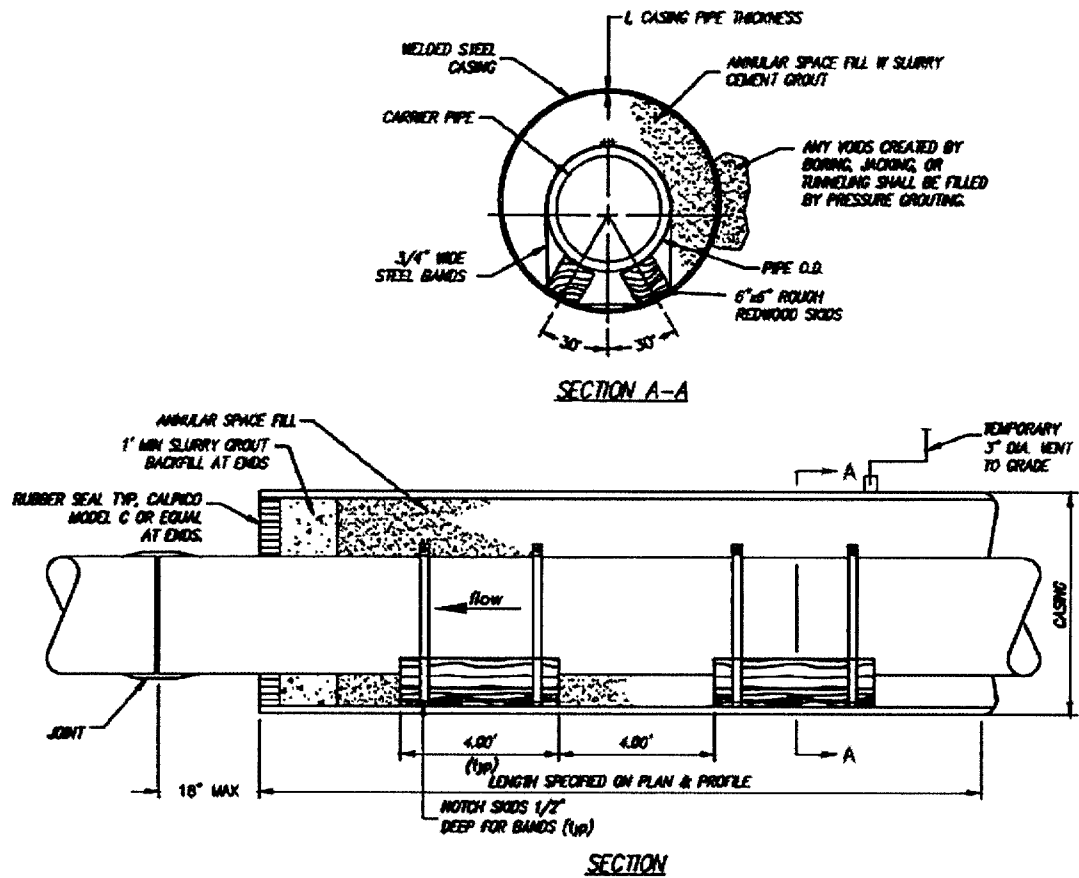
ACKNOWLEDGEMENT:



Julie B. Lucido, P.E.
City Engineer


CONTRACTOR

Attached revised detail 3/C7



NOTE

1. CASING PIPES SHALL BE PRESSURE GROUTED AT 4-FOOT CENTERS IN SPIRAL PATTERN AROUND CASING TO ENSURE NO VOIDS EXIST BETWEEN CASING AND SURROUNDING SOIL.

LOCATION	CARRIER PIPE		CASING PIPE		ANNULAR SPACE FILL
	ID	OD*	t	OD	
LAUREL CREEK BYPASS	36"	41"±	5/8"	54"	SLURRY CEMENT GROUT

* DIAMETER INCLUDING MORTAR COATING AT PIPE JOINTS

3
C7

TYPICAL CASING DETAIL

NTS

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

Addendum No. 3

June 21, 2016

This constitutes Addendum No. 1 to the Contract Documents for the EAST-WEST WATER TRANSMISSION PIPELINE, SEGMENT 5C. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATION:

Notice to Contractors (White Section)

1. Please modify Item 8 on page NC-2 to match the following:

8. *Bids will be received until **2:00 PM on June 24, 2016** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. No phones are available at the City offices for use by the bidders. The wall clock at the Public Works Counter will be the final determination of the time.*

2. Please modify Item 10 on page NC-2 to match the following:

10. *The tentative schedule for this Project is as follows:*

<i>Date</i>	<i>Event</i>
<i>May 13, 2016 – June 23, 2016</i>	<i>Bid Acceptance Period</i>
<i>June 3, 2016; 4:00PM</i>	<i>Deadline for Bid Questions</i>
<i>June 24, 2016; 2:00PM</i>	<i>Bid Opening</i>
<i>July 19, 2016</i>	<i>Anticipated Award of a Construction Contract</i>

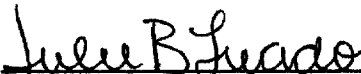
Instructions to Bidders (White Section):

3. Please modify Item 1 Receipt of Bids on page IB-1 to match the following:

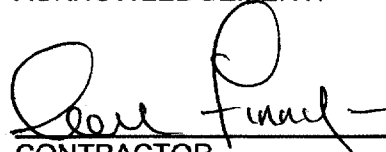
1. **RECEIPT OF BIDS**

*The City Engineer of the City of Fairfield, California will receive at her office at the City Hall, sealed proposals on or before **2:00 p.m. on Friday, June 24, 2016.***

APPROVED:


Julie B. Lucido, P.E.
City Engineer

ACKNOWLEDGEMENT:


CONTRACTOR

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**EAST-WEST WATER TRANSMISSION PIPELINE
SEGMENT 5C**

WHEREAS Cratus, Inc.; 2200 Palou Avenue, San Francisco, CA 94124

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Developers Surety and Indemnity Company

P.O. Box 19725, Irvine, CA 92623,

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the Total Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

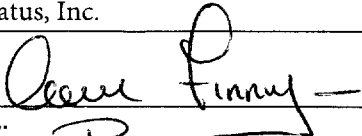
In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 10, 2016

"Contractor"

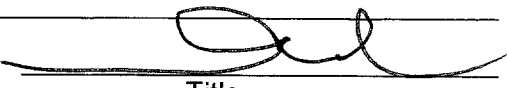
Cratus, Inc.

By: 
Title

By: _____
Title

"Surety"

Developers Surety and Indemnity Company

By: 
Title
Dennis J. Woodard, Attorney-in-Fact

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

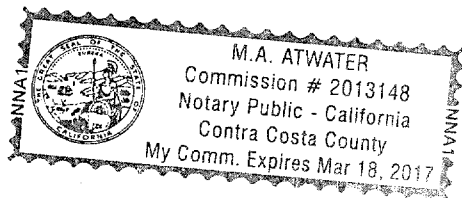
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On June 10, 2016 Before me, M. A. Atwater, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Dennis J. Woodard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M.A. Atwater
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer –Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ Corporate Officer –Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Brad Bahl, Dennis J. Woodard, Gordon J. Fischer, Dennis Sewell, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this November 21, 2013.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President

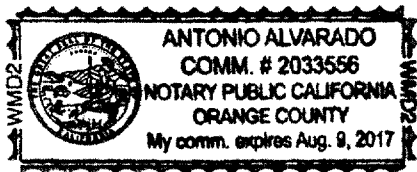
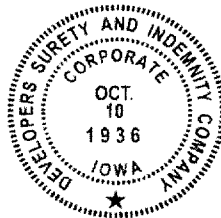
State of California
County of Orange

On November 21, 2013 before me,
Date

Antonio Alvarado, Notary Public

Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Antonio Alvarado

Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 10th day of June, 2016.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

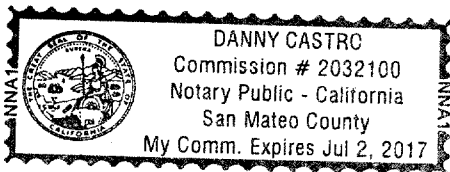
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On June 20, 2016 before me, Danny Castro, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Liam Finnegan
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond (East-West Water Transmission Pipeline Segment X)
 Document Date: June 20, 2016 Number of Pages: 9
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Liam Finnegan
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: Cratus Inc

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____